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PIPE CROSSING AGREEMENT

The Corporation of the Town of Pelham
Box 400
Fonthill, Ontario
L0S 1E0

THE UNDERSIGNED

(HEREINAFTER CALLED THE "APPLICANT") PURSUANT TO SECTION 209 OF THE RAILWAY ACT,
R.S.C., 1970, CHAPTER R2, HEREBY APPLIES TO CANADIAN NATIONAL RAILWAY COMPANY,
(HEREINAFTER CALLED THE "RAILWAY") FOR PERMISSION TO CONSTRUCT AND MAINTAIN THE
PIPE CROSSING (HEREINAFTER CALLED THE "WORKS") SHOWN ON THE PLAN ATTACHED HERETO
AT THE LOCATION AND IN THE MANNER SHOWN ON THE SAID PLAN. No. E-80416-L1 dated
February 1980 - Mile 12.1 Fonthill Spur, H.B. Mile 5.22 Thorold Subdivision.
THE APPLICANT CONVENANTS AND AGREES WITH THE RAILWAY THAT:

1. THE WORKS SHALL BE CONSTRUCTED AND AT ALL TIMES MAINTAINED IN ACCORDANCE WITH THE GENERAL ORDERS, REGULATIONS, PLANS OR SPECIFICATIONS ADOPTED OR APPROVED BY THE CANADIAN TRANSPORT COMMISSION RESPECTING PIPE CROSSINGS UNDER RAILWAYS IN FORCE FROM TIME TO TIME, INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GENERAL ORDER NO. E-10 DATED THE 1ST DAY OF FEBRUARY, A.D. 1965, AND AMENDMENTS THERETO. IN THE SAME MANNER AND TO THE SAME DEGREE AS IF THE SAID ORDERS HAD BEEN SPECIAL ORDERS MADE IN RELATION THERETO AND THE APPLICANT HEREBY AGREES TO OBSERVE AND PERFORM ALL THE TERMS AND CONDITIONS OF THE SAID ORDERS, REGULATIONS, PLANS OR SPECIFICATIONS.
2. SHOULD IT BECOME NECESSARY OR EXPEDIENT FOR THE PURPOSES OF REPAIR OR IMPROVEMENT ON THE SAID RAILWAY THAT THE WORKS BE TEMPORARILY REMOVED OR RELOCATED THE APPLICANT SHALL UPON REQUEST OF THE RAILWAY AND AT THE SOLE COST AND EXPENSE OF THE APPLICANT FORTHWITH REMOVE OR RELOCATE THE WORKS.
3. AS AN ACKNOWLEDGMENT OF THE PROPERTY RIGHTS OF THE RAILWAY IN THE LANDS OF THE RAILWAY OCCUPIED BY THE WORKS THE APPLICANT WILL PAY TO THE RAILWAY ANNUALLY IN ADVANCE EFFECTIVE FROM June 1, 1980 THE SUM OF \$15.00
4. THE APPLICANT WILL INDEMNIFY AND SAVE HARMLESS THE RAILWAY AGAINST ALL TAXES, RATES AND ASSESSMENTS AT ANY TIME LEVIED OR ASSESSED AGAINST THE WORKS OR AGAINST THE LANDS OF THE RAILWAY BY REASON OF THE PRESENCE OF THE WORKS.
5. NEITHER THIS LICENSE NOR ANY RIGHT, INTEREST OR PRIVILEGE HEREUNDER IS SUBJECT TO ANY ASSIGNMENT OR SUB-LEASE WITHOUT HAVING FIRST OBTAINED THE CONSENT IN WRITING OF THE RAILWAY.
6. THIS LICENSE MAY BE TERMINATED AT ANY TIME AFTER THE DATE HEREOF BY EITHER PARTY GIVING TO THE OTHER PARTY NOT LESS THAN THIRTY (30) DAYS' NOTICE IN WRITING OF INTENTION TO TERMINATE.

DATED AT Toronto PELHAM AS AT THE 2ND DAY OF July 19 80

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

The Corporation of the Town of Pelham

E. S. Bergenstein
Murray Hackett

THE RAILWAY HEREBY CONSENTS TO THE CONSTRUCTION AND MAINTENANCE OF THE WORKS REFERRED TO HEREIN AND UPON THE TERMS AS ABOVE SET FORTH.

CANADIAN NATIONAL RAILWAY COMPANY

PER

E. C. Kirk
Manager of Real Estate

DATED AT Toronto THIS 28TH DAY OF May 19 80

